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COLLATERAL ASSIGNMENT OF REAL ESTATE MORTGAGE

THIS COLLATERAL ASSIGNMENT OF REAL ESTATE MORTGAGE ("Assignment") is made as of the 22 day of MAY, 2012, by the FOUNDATION FOR THE UPTOWN REINVESTMENT CORPORATION, a Michigan nonprofit corporation ("FURC"); whose address is 519 South Saginaw Street, Suite 200, Flint, MI 48502, to and in favor of the CHARLES STEWART MOTT FOUNDATION, a Michigan nonprofit corporation ("Mott Foundation"), whose address is 1200 Mott Foundation Building, Flint, MI 48502-1851.

A. URC FJ, LLC, a Michigan limited liability company ("Mortgagor"), in connection with its purchase of property commonly known as 200 and 300 East First Street, Flint, Michigan, is executing and delivering to FURC that certain Real Estate Mortgage ("Mortgage") covering that property and securing the payment by Mortgagor of all amounts required to be paid by Mortgagor to FURC (the "Payment Obligations") under that certain Letter Agreement between FURC and Mortgagor, including, without limitation, the obligations of Mortgagor to make the payments required from FURC to the Mott Foundation under that certain grant commitment letter dated May 11, 2012 relating to a repayable grant in the amount of Two Million Dollars (\$2,000,000) (together with any amendments, renewals, extensions, increases and modifications, the "Grant Commitment").

B. The Mortgage covers real property and personal property located in the City of Flint, Genesee County, Michigan (as more particularly described in the Mortgage), consisting of the real property described in the attached Exhibit A and various tangible and intangible personal property and fixtures related thereto (the "Mortgaged Property").

C. In order to induce the Mott Foundation to make the repayable grant to FURC described in the Grant Commitment, FURC has offered to the Mott Foundation a pledge and collateral assignment of the Payment Obligations and the Mortgage securing it and to grant the Mott Foundation a security interest in the Payment Obligations, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, FURC does hereby warrant, covenant and agree with the Mott Foundation as follows:

1. FURC hereby assigns, transfers, delivers and pledges to the Mott Foundation and grants to the Mott Foundation a security interest in the Payment Obligations and in all of FURC's General Intangibles (as defined in Article 9 of the Michigan Uniform Commercial Code) and personal property rights in the Payment Obligations and Mortgage, including specifically the right to receive all of the payments due thereunder from Mortgagor. Upon any default by FURC, the Mott Foundation shall have, in addition to all other rights of the Mott Foundation, the rights and remedies afforded to a secured creditor under Article 9 of the Michigan Uniform Commercial Code.

2. The assignments, transfers, deliveries, pledges and grants of security interest set forth in Paragraph 1 of this Assignment shall secure to the Mott Foundation (i) the repayment of the Payment Obligations, (ii) the performance of FURC's obligations under this Assignment, and (iii) the payment and/or performance of any and all indebtedness, liabilities, undertakings and commitments of any kind of FURC to

3. the Mott Foundation, whether direct or indirect, absolute or contingent, due or to become due, joint or several, now existing or later arising and however evidenced.

4. FURC is the sole legal owner of the Payment Obligations and Mortgage and FURC has not encumbered, transferred, or conveyed, and has not promised to encumber, transfer or convey, FURC's interest in the Mortgaged Property or in the Payment Obligations and Mortgage or any interest therein to any person or entity other than to the Mott Foundation, and that the Mortgage constitutes a FIRST PRIORITY LIEN AND SECURITY INTEREST upon the real property and personal property defined in the Mortgage as the Mortgaged Property. The Payment Obligations and Mortgage are now in full force and effect and there is presently no default of any kind by Mortgagor under the Payment Obligations or Mortgage.

5. In the event of default by FURC under the Grant Commitment and upon the Mott Foundation's demand therefor, FURC shall immediately inform and direct Mortgagor to make all payments due from Mortgagor under the Mortgage and the Letter Agreement directly payable to the Mott Foundation at the following address:

Charles Stewart Mott Foundation
Mott Foundation Building
503 S. Saginaw Street, Suite 1200
Flint, Michigan 48502-1851
Attention: Mr. Phil Peters

6. FURC hereby grants to the Mott Foundation a power of attorney to sign its name to any notification to Mortgagor in the event that FURC should, after any such default and demand by the Mott Foundation, fail to comply with the covenants of this Assignment. FURC hereby further grants the Mott Foundation a power of attorney to endorse FURC's name upon, and to negotiate any and all checks payable to FURC as the Mott Foundation may receive from Mortgagor for payments due under the Mortgage.

7. FURC shall not enter into any modification, change, or amendment of the Payment Obligations or Mortgage with the Mortgagor, without the Mott Foundation's prior written consent.

8. FURC shall forthwith execute and deliver to the Mott Foundation such other agreements, documents, assignments and financing statements as the Mott Foundation shall request for the purpose of maintaining, preserving or perfecting the security interests and liens upon the Payment Obligations, Mortgage and the Mortgaged Property herein granted to the Mott Foundation.

IN WITNESS WHEREOF, this Assignment has been executed on the day and date first above written.

"FURC"

FOUNDATION FOR THE UPTOWN
REINVESTMENT CORPORATION,
a Michigan nonprofit corporation

By:

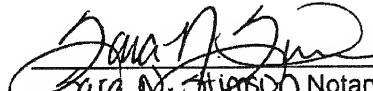

TIMOTHY HERMAN

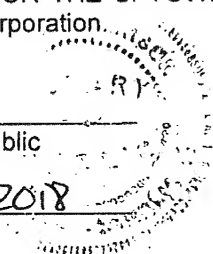
Its:

PRESIDENT

STATE OF MICHIGAN)
) ss
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this 22 day of May, 2012, by Timothy Horman, the PRESIDENT of the FOUNDATION FOR THE UPTOWN REINVESTMENT CORPORATION, a Michigan nonprofit corporation, on behalf of the corporation.


Sara N. Hanson, Notary Public
Genesee County, Michigan
My Comm. expires: 05-30-2018



This Instrument Prepared By:
Michael A. Stack, Esq.
Bodman PLC
229 Court Street, P.O. Box 405
Cheboygan, Michigan 49721

26.00

EXHIBIT A**Real Property Description**

Property situated in the City of Flint, County of Genesee, State of Michigan and more particularly described as follows:

Survey Parcel A. Lots 1, 2, 3, and 4, ALSO Northerly 58.87 feet of Lot 5, Block 7, ALSO that part of the Westerly 1/2 of vacated Wallenberg Street adjoining said Lots 2 and 4, Block 7, VILLAGE OF FLINT RIVER, as contained in Deed Liber 1, Page 14, and transcribed in Plat Liber 6, Page 2, also recorded in Plat Liber 18, Page 4, Genesee County Records.

ALSO

Survey Parcel B. Lots 1 through 10, Block 12 of the VILLAGE OF FLINT RIVER, also that part of the East 1/2 of vacated Wallenberg Street adjacent to Lots 1, 3, 5, 7, and 9, Block 12, as contained in Deed Liber 1, Page 14, and transcribed in Plat Liber 6, Page 2, also recorded in Plat Liber 18, Page 4, Genesee County Records. ALSO Being Described as:

Beginning at the Northeast corner of Lot 2, Block 12; thence South 32 degrees 6 minutes 19 seconds East along the Westerly line of Stevens Street 331.11 feet (recorded as 330.0 feet) to the Northerly line of Second Street; thence North 58 degrees 0 minutes 18 seconds East (South 58 degrees 0 minutes 18 seconds West, measured) along said Northerly line 331.81 feet (recorded as 330.0 feet) to the Easterly line of Wallenberg Street; thence North 31 degrees 45 minutes 47 seconds West along said Easterly line 331.08 feet (recorded as 330.00 feet) to the Southerly line of First Street; thence North 58 degrees 0 minutes 0 seconds East along said Southerly line 329.83 feet (recorded as 330.0 feet) to the point of beginning, including that part of the East 1/2 of vacated Wallenberg Street adjacent to Lots 1, 3, 5, 7, and 9, Block 12, as contained in Deed Liber 1, Page 14, and transcribed in Plat Liber 6, Page 2, also recorded in Plat Liber 18, Page 4, Genesee County Records.

ALSO

Survey Parcel C. Lot 6 and that part of Lot 8, Block 7, VILLAGE OF FLINT RIVER, as contained in Deed Liber 1, Page 14, and transcribed in Plat Liber 6, Page 2, also recorded in Plat Liber 18, Page 4, Genesee County Records, lying Northerly of the following described line: Beginning at a point in the Easterly line of said Lot, 1.25 feet Southerly from the Northeast corner of said lot; thence Westerly to a point in Westerly line of said lot, 1.66 feet Southerly from Northwest corner of said lot, Block 7. ALSO that part of Westerly 1/2 of vacated Wallenberg Street adjoining said Lot 6 and part of Lot 8, Block 7.

ALSO

Survey Parcel D. The Northerly 59 feet of the Easterly 66 feet of Lot 8, Block 7, VILLAGE OF FLINT RIVER, as contained in Deed Liber 1, Page 14, and transcribed in Plat Liber 6, Page 2, also recorded in Plat Liber 18, Page 4, Genesee County Records, EXCEPT that part lying Northerly of the following described line: Beginning at a point in the Easterly line of said Lot 1.25 feet Southerly from Northeast corner of said lot; thence Westerly to a point in Westerly line of said lot, 1.66 feet Southerly from Northwest corner of said lot, Block 7. ALSO that part of the Westerly 1/2 of vacated Wallenberg Street adjoining said part of Lot 8, Block 7.

ALSO

Survey Parcel E. Part of Lots 8 and 10, Block 7, VILLAGE OF FLINT RIVER, as contained in Deed Liber 1, Page 14, and transcribed in Plat Liber 6, Page 2, also recorded in Plat Liber 18, Page 4, Genesee County Records, described as: The Westerly 6 rods of Lots 8 and 10, EXCEPT that part lying Northerly of the following described line: Beginning at a point on the

Easterly line of said Lot 8, 1.25 feet Southerly from the Northeasterly corner of said lot; thence Westerly to a point in the Westerly line of said lot, 1.66 feet from Northwesterly corner of said Lot.

ALSO

Survey Parcel F. The South 7 feet of the East 4 rods of Lot 8 and the East 4 rods of Lot 10, Block 7, ALSO that part of Westerly 1/2 of vacated Wallenberg Street adjoining said part of Lot 8 and Lot 10, Block 7, VILLAGE OF FLINT RIVER, as contained in Deed Liber 1, Page 14, and transcribed in Plat Liber 6, Page 2, also recorded in Plat Liber 18, Page 4, Genesee County Records.

Commonly known as 200 and 300 East First Street, MI 48502, and bearing Tax Parcel Nos. 41-18-126-018, 41-18-127-019, 21-03-442-001 (Industrial Facility Tax), 41-18-126-008, 41-18-126-017, 41-18-126-015 and 41-18-126-011.

The Mortgage was recorded on July 11, 2012, Genesee County Records, as Instrument No. 201207110058908.